

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> Offeror To Complete Block 12, 17, 23, 24, & 30				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 Of 7							
<b>2. Contract No.</b> DAAE20-03-A-0008		<b>3. Award/Effective Date</b> 2002OCT24		<b>4. Order Number</b>		<b>5. Solicitation Number</b>		<b>6. Solicitation Issue Date</b>					
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> PATRICIA CAHILL			<b>B. Telephone Number (No Collect Calls)</b> (309)782-0852		<b>8. Offer Due Date/Local Time</b>						
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTR-E ROCK ISLAND IL 61299-7630  <b>e-mail:</b> CAHILLP@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For  <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)  <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> See Schedule  <input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>  <b>13b. Rating</b> DOA5  <b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		<b>12. Discount Terms</b>					
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342  <b>Code</b> S2404A									
<b>Telephone No.</b>		<b>17. Contractor/Offeror</b> <b>Code</b> 1PG17 <b>Facility</b> SEAHAWK ENTERPRISES LLC 361 BROOKNEIL DRIVE WINCHESTER VA 22602-6675  <b>Telephone No.</b> <input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>								<b>18a. Payment Will Be Made By</b> <b>Code</b> HQ0338 DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264  <b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum			
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>  SEE SCHEDULE BPA Expiration Date: 2007SEP30 (Attach Additional Sheets As Necessary)				<b>21. Quantity</b>		<b>22. Unit</b>		<b>23. Unit Price</b>		<b>24. Amount</b>	
<b>25. Accounting And Appropriation Data</b>										<b>26. Total Award Amount (For Govt. Use Only)</b> \$0.00			
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b> <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. <input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b> <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.													
<b>28. Contractor Is Required To Sign This Document And Return 2 Copies</b> <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.								<b>29. Award Of Contract: Reference _____ Offer</b> <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:					
<b>30a. Signature Of Offeror/Contractor</b>								<b>31a. United States Of America (Signature Of Contracting Officer)</b>					
<b>30b. Name And Title Of Signer (Type Or Print)</b>				<b>30c. Date Signed</b>				<b>31b. Name Of Contracting Officer (Type Or Print)</b> HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506				<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>  <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted								<b>33. Ship Number</b>		<b>34. Voucher Number</b>		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>								<b>32c. Date</b>		<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>								<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>		<b>37. Check Number</b>	
<b>41b. Signature And Title Of Certifying Officer</b>								<b>41c. Date</b>		<b>42b. Received At (Location)</b>			
								<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>			

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<b>Name of Offeror or Contractor:</b> SEAHAWK ENTERPRISES LLC		

SUPPLEMENTAL INFORMATION  
NSN: NONE

PLEASE NOTE, ADDRESS IN BLOCK 16 ON PAGE 1 WILL BE ADMINISTRATIVELY CHANGED AT A FUTURE DATE. BLOCK 16 ADDRESS SHOULD BE SAME AS BLOCK 9 ADDRESS.

DESCRIPTION OF AGREEMENT:

1. THIS IS A BLANKET PURCHASE AGREEMENT FOR THE PURCHASE OF TOOLS, SUPPLIES, EQUIPMENT AND COMPONENTS ONLY.
2. EFFECTIVE PERIOD:  
  
THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF CONTRACTING OFFICER) IN BLOCK (31a) OF THIS BLANKET PURCHASE AGREEMENT (BPA) AND ENDS 30 SEPTEMBER 2007.
3. MINIMUM ORDER: NONE
4. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.
5. PRICING:  
  
THE PRICES TO THE GOVERNMENT SHALL BE AS LOW OR LOWER THAN THOSE CHARGED THE SUPPLIER'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNTS FOR PROMPT PAYMENT.
6. CALL LIMITATION:  
  
NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000.
7. DELIVERY TICKETS:  
  
ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:
  - (1) NAME OF SUPPLIER
  - (2) BLANKET PURCHASE AGREEMENT NUMBER
  - (3) DATE OF PURCHASE
  - (4) ITEMIZED LIST OF SUPPLIES OR SERVICES FURNISHED
  - (5) DELIVERY ORDER NUMBER
  - (6) QUANTITY, UNIT PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS.
  - (7) DATE OF DELIVERY OR SHIPMENT.  
UPON DELIVERY, THE RECEIVING ACTIVITY WILL RETAIN ONE (1) COPY OF THE RELATED DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIER'S AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT THE INVOICE.
8. INVOICING:  
  
IT IS EXPECTED THAT VENDOR WILL BILL VIA IMPAC. FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE UTILIZED PURSUANT TO THE VENDOR'S NORMAL BILLING CYCLE AND SENT TO ADDRESS LISTED IN BLOCK 18a.
9. DELIVERY (TRANSPORTATION) TERMS: ALL DELIVERIES SHALL BE FOB DESTINATION AT THE SHORTEST DELIVERY DATE POSSIBLE.
10. INSPECTION AND ACCEPTANCE SHALL BE AT DESTINATION.
11. PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE CREDIT CARD (IMPAC-VISA), CALL, BUT THIS DOES NOT PROHIBIT WRITTEN ORDERS VIA DD1155.
12. TACOM-ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. THE CONTRACTING OFFICER, MR. HOWARD J. LEWIS, IS THE ONLY AUTHORIZED INDIVIDUAL ABLE TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICER FROM LATER DELEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000 PLACED VIA IMPAC-VISA CREDIT CARD:

MR. VINCENT RUNCO (309) 782-0199

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13. VARIATION IN QUANTITY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

0% INCREASE  
0% DECREASE

14. NEGOTIATION AUTHORITY: THE ISSUANCE OF INDIVIDUAL CALLS UNDER THIS BPA AND MODIFICATIONS THERETO WILL BE MADE UNDER THE AUTHORITY OF 10 U.S.C. 2304 (g).

15. INCORPORATION OF CLAUSES:

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

THIS BPA INCORPORATES THE FOLLOWING CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST THEIR FULL TEXT IS AVAILABLE. (INCORPORATED AS APPLICABLE TO INDIVIDUAL CALL ORDERS).

PACKAGING AND MARKING

FAR 52.211-4503 PACKAGING REQUIREMENT (COMMERCIAL)

INSPECTION AND ACCEPTANCE

FAR 52.246-15 CERTIFICATE OF CONFORMANCE  
FAR 52.247-34 F.O.B. DESTINATION  
FAR 52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT

FAR 52.203-3 GRATUITIES (APR 1984)  
FAR 52.213-1 FAST PAYMENT PROCEDURES (FEB 1998)  
FAR 52.213-2 INVOICES (APR 1984)  
FAR 52.222-3 CONVICT LABOR (APR 1984)  
FAR 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)  
FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

FAR 52.212-3 OFFEROR REPRESENTATIONS AMD CERTIFICATIONS - COMMERCIAL ITEMS -ALTERNATE, I,II,III  
FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS  
FAR 52.212-5 CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS  
FAR 52.219.21 SMALL BUSINESS SIZE REPRESENTATIONS FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STAUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS  
DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

DFARS 252-225-7009 DUTY FREE ENTRY - QUALIFYING COUNTRY SOURCES AND SUBCONTRACTORS (DEC 1991)  
DFARS 252-225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 1991)  
DFARS 252-225-7010 DUTY FREE ENTRY - ADDITIONAL PROVISION (DEC 1991)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER "NOTES"

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (MUST BE FILLED IN)

DFAR 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

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**Name of Offeror or Contractor:** SEAHAWK ENTERPRISES LLC

(A) (1) THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE FOR THIS ACQUISITION IS 3571.

(2) THE SMALL BUSINESS STANDARD IS 500.

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUBMITS AN OFFER IN ITS OWN NAME, OTHER THAN ON A CONSTRUCTION OR SERVICE CONTRACT, BUT WHICH PROPOSES TO FURNISH A PRODUCT WHICH IT DID NOT ITSELF MANUFACTURE, IS 500 EMPLOYEES.

(B) REPRESENTATIONS. (1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT IS, IS NOT A SMALL BUSINESS CONCERN.

(2) (COMPLETE ONLY IS OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT IS, IS NOT A SMALL DISADVANTAGED BUSINESS CONCERN.

(3) (COMPLETE ONLY IF OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT IS, IS NOT A WOMAN-OWNED BUSINESS CONCERN.

(C) DEFINITIONS. SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINANT IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (A) OF THIS PROVISION.

SMALL DISADVANTAGED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN THAT (1) AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY ONE OR MORE INDIVIDUALS WHO ARE BOTH SOCIALLY AND ECONOMICALLY DISADVANTAGED, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS. , AND (2) HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY ONE OR MORE SUCH INDIVIDUALS. THIS TERMS ALSO MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE OF THESE ENTITIES, WHICH HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY MEMBERS OF AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE, OR NATIVE HAWAIIAN ORGANIZATION, AND WHICH MEETS THE REQUIREMENTS OF 13 CFR PART 124.

WOMAN OWNED SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN--

(1) WHICH AT LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN OR, IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE OR MORE WOMEN; AND

(2) WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE WOMEN.

(D) NOTICE. (1) IF THIS SOLICITATION IS FOR SUPPLIES AND HAS BEEN SET ASIDE, IN WHOLE OR IN PART, FOR SMALL BUSINESS CONCERNS, THEN THE CLAUSE IN THIS SOLICITATION PROVIDING NOTICE OF THE THE SET ASIDE CONTAINS RESTRICTIONS ON THE SOURCE OF THE END ITEMS TO BE FURNISHED.

(2) UNDER 15 U.S.C. 645 (D), ANY PERSON WHO MISREPRESENTS A FIRM'S STATUS AS A SMALL OR SMALL DISADVANTAGED BUSINESS CONCERN IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8 (D) FOR A DEFINITION OF PROGRAM ELIGIBILITY, SHALL--

- (i) BE PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;
- (ii) BE SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT; AND
- (iii) BE INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY OF THE ACT.

END OF PROVISION

\*\*\* END OF NARRATIVE A 001 \*\*\*

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PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.			
b. The following Packaging requirements shall apply:			
Preservation: COMMERCIAL			
Level of Packing: COMMERCIAL			
Quantity Per Unit Package: COMM			
Quantity of Unit Packages Per Intermediate Container: COMM			

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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in accordance with MIL-STD-129, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999